

**VOLUNTARY CLEANUP CONTRACT
14-6307-NRP**

**IN THE MATTER OF
A PORTION OF THE STEEL HEDDLE MANUFACTURING SITE
GREENVILLE COUNTY
and
PES, LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and PES, LLC with respect to a portion of the Property located at 1801 Rutherford Road, Greenville, South Carolina. The Property includes approximately 25.20 acres identified by Tax Map Serial Number P004000100200. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of October 6, 2014, and any amendments thereto, by PES, LLC, which is incorporated into this Contract and attached as Appendix A.

AUTHORITY

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. § 44-56-710 et seq. (as amended); the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-10, et seq. (as amended), the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq., the S.C. State Underground Petroleum Environmental Response Bank Act, S. C. Code Ann. § 44-2-10, et seq. (as amended), and the South Carolina Pollution Control Act, § 48-1-10 et seq.

DEFINITIONS

1. Unless otherwise expressly provided in this Contract, terms used herein shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §44-56-710 et seq. (as amended), and if not set forth therein, shall have the meaning assigned to them pursuant to the South Carolina

Hazardous Waste Management Act, S.C. Code Ann. § 44-56-10, et seq. (as amended), the S.C. Pollution Control Act, S.C. Code Ann. § 48-1-10, et seq. (as amended), the S.C. State Underground Petroleum Environmental Response Bank Act, S.C. Code Ann. § 44-2-10, et seq. (as amended) or the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq.

A. "PES" means PES, LLC.

B. "Beneficiaries" means PES's Non-Responsible Party lenders, signatories, parents, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site.

C. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.

D. "Contract" means this Voluntary Cleanup Contract.

E. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.

F. "Existing Contamination" shall mean any Contamination present on, or under, the Site as of the execution date of this Contract.

G. "Property" means the real property as described in the Non Responsible Party Application for Voluntary Cleanup Contract attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual interest of PES or its Beneficiaries.

- H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the environment.
- I. "Site" means all areas where a contaminant, petroleum, or petroleum product has been released, deposited, stored, disposed of, or placed or otherwise comes to be located; "site" does not include any consumer product in consumer use or any vessel.
- J. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

FINDINGS

2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. Owners and Operators: The owners and operators of the Property include the following:

Steel Heddle Manufacturing	1940s – 2001
1801 Rutherford Road Associates	November 29, 2001 - Present
Global Textile Partner (GTP) Greenville (operator)	2001 – 2011
Groz-Beckert (operator)	2011 – December 31, 2013

- B. Property and Surrounding Areas: The Property is bounded generally to the north by the remaining Steel Heddle Manufacturing property with vacant land and

residences beyond; to the east by E. Belvue Road; to the west by Delmar Avenue; and Rutherford Road to the south.

In 1948 Steel Heddle Manufacturing developed an approximately 49.25 acre property and began operations producing heddles, reeds, shuttles, and bobbins associated with textile machinery. Manufacturing processes included tool and die, soldering, heat treating, metal plating, machining, polishing metal parts plus the shaping and kiln curing of wood for the manufacture of bobbins. The process also included injection molding (plastics). Metal plating processes included zinc, copper, nickel and chrome plating. Operations generated process wastewaters and wastewater treatment sludge that beginning in 1967 were treated in Lagoon No.3. There are two, reportedly empty, above ground storage tanks (ASTs) and two, reportedly removed, underground storage tanks (USTs) on the Property. A concrete sided fire suppression pond is located on the Property.

Global Textile Partner (GTP) – Greenville leased the property and buildings and operated the same manufacturing process at the facility between 2001 and 2011. In 2011, Groz-Beckert purchased GTP-Greenville and continued operations. Groz-Beckert's lease arrangement expired December 31, 2013. Currently the Property is improved with numerous steel and masonry buildings, parking lots, driveways, landscaping and a wooded, undeveloped area. The buildings are vacant.

- C. Regulatory Issues: In September 1988, the Department issued Postclosure Care Hazardous Waste Permit Number SCD 002 267 490 to Steel Heddle Manufacturing Company for postclosure care of two waste management areas consisting of former surface hazardous waste impoundments Lagoons No.1, No.2 and No.3 and for the identification and corrective action for all solid waste management units (SWMUs) at the facility. This Resource Conservation and

Recovery Act (RCRA) Permit identified 71 SWMUs and 4 areas of concern (AOCs) on the 49.25 acre property.

In 2001, certain assets of Steel Heddle Manufacturing Company were sold during the Bankruptcy Proceeding in RE: Steel Heddle Mfg. Co., Case No. 01-10250, in the United States Bankruptcy Court for the District of Delaware. At that time 1801 Rutherford Road Associates, LLC acquired the 25.20 acre southern portion of the larger 49.25 acre property. Thirty one (31) of the SWMUs and a portion of AOC B are located on the Property.

D. Investigations / Reports:

A thorough review of the SWMUs and AOCs on the property has been conducted by the Department's RCRA Section of the Bureau of Land and Waste Management. The Department's records include numerous reports to include a 1993 RCRA Facility Assessment Report, a Phase II RFI Report (2002), as well as groundwater corrective action reports.

In June 2014, additional sampling was conducted at SWMU 7A Metal Dust Collection Units located at Building 32 and at AOC D Compressor Blowdown Area. The purpose of the sampling was to confirm that soils impacted with the polychlorinated biphenyl (PCB) congener Aroclor 1254 at SWMU 7A and soils impacted with petroleum hydrocarbons at AOC D had been adequately excavated. The confirmatory sampling was also conducted to determine whether contaminants remained at concentrations greater than the US Environmental Protection Agency (EPA) Residential Risk-Based Screening Levels (RSL) of 0.220 milligrams per kilogram (mg/kg) for Aroclor 1254 or 100 mg/kg for Total Petroleum Hydrocarbon.

In the *SWMU7A and AOC D Confirmation Sampling Report*, dated August 1, 2014, the concentration of Aroclor 1254 at SWMU 7A was reported to be 0.272

milligrams per kilogram (mg/kg) in a sample from the 1.5 foot depth while the concentration of TPH at AOC D was less than the Residential RSL.

The *Phase I Environmental Site Assessment Report*, September 19, 2014, submitted in support of this Contract, identified SWMU 7A Metal Dust Collection Units located at Building 32 as the only recognized environmental condition (REC) on the Property.

According to the referenced *Phase I*, Nutex, Inc. located at 110 Catalina Drive, approximately 300 feet west of the southwest corner of the Property, was identified as a potential off Property REC. Groundwater impacted by tetrachloroethylene (PCE) could migrate to the western edge of the Property.

- E. Applicant Identification: PES is a South Carolina limited liability company with its principal place of business located at 109 White Oak Road, Greenville, South Carolina 29609. PES affirms that it has the financial resources to conduct the response action pursuant to this Contract.
- F. Proposed Redevelopment: PES will acquire the Property and proposes commercial/industrial redevelopment to include warehouse space plus indoor and outdoor sports complex. The ASTs and USTs, if present, will be removed from the Property.

BONA FIDE PROSPECTIVE PURCHASER STATUS

3. PES certifies that it and its members are not a current owner of the Property, or parent, successor or subsidiary of a current or past owner of the Property; are not a Responsible Party for the site, or a parent, successor or subsidiary of a Responsible Party for the site; and have not had any involvement with the Property in the past other than activities performed in anticipation of acquisition and participation in the

Voluntary Cleanup Program. PES also certifies that it and its members are eligible to be a Bona Fide Prospective Purchaser for the Property.

RESPONSE ACTION

4. PES agrees to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by PES, or its designee, within thirty (30) days after the date of execution of this Contract by the Department, or such earlier or later date if approved by the Department's project manager. A Report of the assessment results shall be submitted by PES, or its designee in accordance with the schedule provided in the initial Work Plan. PES acknowledges that the assessment may find distributions of Existing Contamination requiring additional assessment and/or corrective action on the Property that cannot be anticipated with this Contract. PES agrees to perform the additional assessment and/or corrective action consistent with the intended uses of the Property under the purview of this Contract; however, PES may seek an amendment of this Contract to clarify its further responsibilities. PES shall perform all actions required by this Contract, and any related actions of PES's choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

A. Work Plan Logistics:

- 1). The Work Plan(s) shall set forth a schedule and methods for assessment and corrective action activities detailed herein.
- 2). The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk (in .pdf format).
- 3). All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). PES shall identify and obtain the applicable permits before beginning any action.

- 4). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
- 5). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or corrective measures activities consistent with the following:
 - a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
 - b). All monitoring wells and groundwater sampling points shall be constructed in accordance with 25 S.C. Code Ann. Regs. R.61-71, the South Carolina Well Standards. The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.
 - c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include any of the following:
 - i. the full EPA TAL (Target Analyte List);
 - ii. the full EPA TCL (Target Compound List);
 - i). EPA TCL VOCs (Target Compound List Volatile Organic Compounds);
 - ii). EPA TCL SVOCs (Target Compound List Semi-Volatile Organic Compounds);
 - iii). EPA TCL Pesticides (Target Compound List Pesticides);
 - iv). EPA TCL PCBs (Target Compound List Polychlorinated Biphenyls);
 - v). Speciation for hexavalent chromium.
 - d). All analytical methods shall use appropriate detection levels to allow comparison to the media-specific screening criteria listed in the "EPA Regional Screening Levels for Chemical Contaminants at Superfund Sites" in effect at the time of sampling. The applicable Protection of

Groundwater SSL for soil samples shall be the "MCL-Based SSL", if listed. If the applicable screening criteria are lower than achievable detection levels, the analytical method shall use the lowest achievable detection levels.

- 6). The Work Plan shall include the names, addresses, and telephone numbers of PES's consulting firm(s), analytical laboratories, and PES's contact person for matters relating to this Contract and the Work Plan.
 - a). The analytical laboratory shall possess applicable Certification defined in 25A S.C. Code Regs. R.61-81, for the test methods specified in the Work Plan.
 - b). PES shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified in the Work Plan.
- 7). The Department will notify PES in writing of approvals or deficiencies in the Work Plan.
- 8). PES, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
- 9). PES shall begin implementation of the Work Plan as soon as reasonably possible after receipt of written approval of the Work Plan by the Department.
- 10). PES shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan, and shall allow the Department, or its authorized representatives, to take duplicates of any samples if desired.
- 11). PES shall preserve items on the Property that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. PES shall notify the Department of the location of any such items, and

provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

B. Report Logistics

- 1). Report(s) shall be prepared in accordance with accepted industry standards and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly licensed in South Carolina.
- 2). The Report(s) of assessment and/or corrective measures activities shall include a discussion of investigation methods and any deviations from the Department approved Work Plan. The Report shall also include tables and figures to summarize all data, a surveyed map documenting sampling locations, documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data.
- 3). All Report(s) shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire Report on a compact disk (in .pdf format).

C. Assess Waste Materials and Segregated Sources:

- 1). PES shall characterize all Waste Materials and Segregated Sources identified below. Assessment shall include an evaluation of contaminant concentrations and an estimation of the quantity or extent of each type of Waste Material or Segregated Source, as applicable, or as specified below.
 - a). One 55-gallon drum inside the Compressor Building
- 2). PES shall also characterize for disposal any other Waste Material and Segregated Sources that may be discovered on the Property at any time during assessment, corrective action, or development activities in accordance with applicable regulations.

- 3). Upon discovery of any Segregated Source that has not yet released all contents to the environment, PES shall expeditiously stabilize or remove the Segregated Source from the Property
- 4). PES shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal actions. PES shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

- 1). PES shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius.
- 2). PES shall report sufficient information to the Department to allow the Department to secure permission to sample the wells. At a minimum, this information shall include the: 1) Location of the well; 2) Identity and mailing address of the well owner; and, 3) Telephone number, if publicly available or otherwise known to PES, of the well owner or occupant of the residence served by the well.

E. Assess soil quality across the Property:

- 1). PES shall collect and analyze a minimum of twenty-two (22) soil samples from thirteen (13) locations on the Property. PES shall collect one surface soil sample (0-1 foot below ground surface) and one subsurface soil sample (2 foot minimum depth) from each of the following locations unless specified otherwise:
 - a). One surface soil sample from a presumed background location for TAL analysis plus analysis for strontium, titanium, and speciation for hexavalent chromium;
 - b). At the location of the former 1,000 gallon gasoline UST south of the warehouse on the southwest corner of the Property;

- c). At the fuel oil storage tank (AST) used to supply the boiler building;
 - d). A subsurface sample at the outdoor floor drain water pit located east of the boiler building and at the west wall of the reed manufacturing building to be analyzed as listed below and to include TAL analysis plus analysis for strontium, titanium, and speciation for hexavalent chromium;
 - e). Two locations at the foundry floor slab for analysis as listed below and to include TAL analysis plus analysis for strontium, titanium, and speciation for hexavalent chromium;
 - f). At the mineral spirits AST located adjacent to Building 32.
 - g). Two subsurface samples at the waste water settling basin where the floor drains from the Tumbler Room exit the building to be analyzed as listed below and to include TAL analysis plus analysis for strontium, titanium, and speciation for hexavalent chromium;
 - h). Two locations at SWMU 7A east of Building 32 to include the analysis listed below plus analysis for strontium, titanium and PCBs.
 - i). Two surface soil samples from locations in the undeveloped wooded portion of the Property.
- 2). Unless otherwise specified above, each surface soil sample shall be analyzed for TAL (including cyanide) and SVOCs. Each subsurface sample shall be analyzed for TAL (including cyanide), VOCs, and SVOCs. A minimum of two surface and two subsurface samples from a probable impacted area (SWMU 7A plus one other location based on site history) shall be analyzed for the full EPA TAL plus strontium, titanium, speciation for hexavalent chromium and for the EPA TCL.
- 3). Soil quality results shall be compared to the Residential and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.

F. Assess groundwater quality:

- 1). PES shall assess groundwater quality and determine the direction of groundwater flow across the Property. Assessment shall include samples

from a minimum of four (4) monitoring wells screened to bracket the water table. In the event that groundwater is not encountered above the bedrock /confining layer PES shall consult with the Department to determine an alternate location. Specific locations shall be as follows:

- a). A location at the former 1,000 gallon gasoline UST south of the warehouse on the southwest corner of the Property, which is presumed to be hydraulically downgradient of a potential off-site source;
 - b). A location in the vicinity of SWMU 7A and the AST adjacent to Building 32;
 - c). A location in the vicinity of the floor drain water pit located east of the boiler building and in the vicinity of the existing AST and former fuel oil/lube oil tank;
 - d). A location on the undeveloped wooded portion of the Property.
- 2). Samples from all groundwater monitoring wells shall be analyzed for TAL, VOCs, and SVOCs. In addition, the sample from the well in the vicinity of SWMU 7A shall be analyzed for the full TAL/TCL parameters plus strontium, titanium, and speciation for hexavalent chromium.
 - 3). Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the South Carolina State Primary Drinking Water Regulations, R.61-58, or, if not specified in R.61-58, to the Regional Screening Tables values for "Tapwater."

G. Assess Sediment and Surface water quality:

- 1). Fire Water Basin: Two water samples from the Fire Water Basin shall be analyzed for TAL (total) parameters and TCL semi-volatile organic compounds (SVOCs). Two surface soil/sediment samples shall be collected. Also, one subsurface soil sample shall be collected at greater than 2 feet below the base of the Fire Water Basin, if the basin is not concrete-lined at the bottom. All soil/sediment samples shall be analyzed for TAL-Metals, VOCs, and SVOCs. Any detection at concentrations greater than the "EPA Regional Screening Levels for Chemical Contaminants at Superfund Sites" in

effect at the time of sampling will indicate that waste is present in the Fire Water Basin. In the event that waste is encountered in the Fire Water Basin, the waste must be removed from the Basin and must be characterized for disposal purposes. Disposal must be in accordance with applicable regulations, and records of disposal must be included in the final report for this Contract. If waste is removed from the Fire Water Basin, confirmatory soil samples shall be collected from an appropriate number of Department-approved locations on the bottom and sides of the Fire Water Basin to determine that the waste has been adequately removed. Confirmatory analysis shall be for TAL, VOCs and SVOCs.

H. Evaluate and control potential impacts to indoor air:

- 1). PES shall evaluate potential impacts to indoor air if the Department determines significant concentrations of volatile organic compounds are present in the subsurface. The Department will use a modified Johnson and Ettinger Model to determine "Significant concentrations" based on representative soil and/or groundwater quality results reflective of the Property. The model will be constrained towards predicting commercial exposures consistent with the building construction on the Property.
- 2). This evaluation shall, unless otherwise agreed to by the Department, consist of collection and analysis of indoor air samples from within the building(s) during two separate sampling events approximately six months apart. One sampling event shall be in the winter. Each sampling event shall include collection of a representative number of indoor air samples for laboratory analysis of all site-related volatile organic constituents. The samples collected for laboratory analysis may use either active or passive collection methods provided the same protocol is used for both sampling events. The method shall be capable of detecting gas concentrations at screening levels indicative of a 10^{-6} risk. The applicable screening concentrations shall be based upon the EPA OSWER "Draft Guidance for Evaluating the Vapor

Intrusion to Indoor Air Pathway from Groundwater and Soils” or supplemental EPA guidance.

- 3). The Department may allow PES to implement vapor intrusion control measures in lieu of the above evaluation, or use alternative evaluation methods that, in the Department's sole discretion, offer a similar degree of data usability.
- 4). PES shall submit an addendum to the Work Plan detailing the steps for further study and/or remedial or other control management measures to be implemented if the measured indoor air concentration exceeds a 10^{-6} risk calculated for occupational exposure (40 hrs/wk, 50 wk/yr, 25 yrs). The Department shall give reasonable consideration of data or other demonstration that shows unacceptable exposures inside the building do not result from the subsurface conditions.

I. Institute reasonable Contamination control measures:

- 1). PES shall stabilize or remove from the Property any Segregated Sources of Contamination that have not yet released all contents to the environment.
 - a). The contents of the Segregated Sources shall be properly reused or disposed of in accordance with regulations.
 - b). PES shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.
- 2). PES shall take reasonable measures to limit or prevent human exposure to Existing Contamination on the Property
 - a). Corrective measures shall be required for Waste Materials and Contamination present in any media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure. Known media or Waste Materials that require Corrective Measures include, but may not be limited to, the following:

- i. One drum at the Compressor Building.
- b). The corrective measures shall be proposed in a Corrective Measures Plan to be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property. Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination.
- c). PES may request Department approval to conduct a site-specific risk assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be conducted in accordance with EPA Risk Assessment Guidance for Superfund. Prior to conducting the risk assessment, PES shall submit for Department approval, an overview of risk assessment assumptions including identification of contaminant exposure routes, the type and duration of possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.
- d). Upon completion of any corrective measures, PES shall provide a Corrective Measures Report to document satisfactory completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.
- e). In the event that corrective measures include engineering controls that must be maintained or monitored during future use of the Property, a Site Management Plan may be required by the Department. If required, the Site Management Plan shall identify procedures for management of contaminated media that may be encountered as a result of any disturbance of the engineering controls, and for repair or replacement of the engineering controls.

J. Monitor and/or abandon the monitoring wells:

- 1). PES shall implement a groundwater-monitoring program if required by the Department. Continued monitoring requirements will be based on the

Department's determination of potential adverse effects on nearby receptors, i.e., individuals that are presently or potentially exposed to Contamination.

- 2). The Department will determine the frequency and duration of the monitoring program on a case-specific basis.
- 3). PES shall abandon the monitoring well(s) installed pursuant to this Contract when the Department determines there are no further needs for wells. The wells shall be abandoned in accordance with R.61-71 of the South Carolina Well Standards.

HEALTH AND SAFETY PLAN

5. PES shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one electronic copy on compact disk (in .pdf format). PES agrees that the Health and Safety plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by PES.

PUBLIC PARTICIPATION

6. PES and the Department will encourage public participation to implement this Contract as follows:
 - A. The Department will provide notice, seek public comment, and initiate a thirty-day claim contribution notification period in accordance with established procedures consistent with S.C. Code Ann. §44-56-750 upon signature of this Contract by PES.
 - B. PES shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected no later than one day after the Department's public announcement about the Contract in a

newspaper of general circulation in the community.

- 1). The sign will state "Voluntary Cleanup Project by PES, LLC under Voluntary Cleanup Contract 14-6307-NRP with the South Carolina Department of Health and Environmental Control." The sign shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address, for a representative of PES. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432".
- 2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.
- 3). PES shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the signs. The photographs shall be submitted to the Department within 10 days of erecting the sign.
- 4). PES agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
- 5). PES shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.
- 6). The sign(s) may be removed to accommodate building or grading activities; however, PES shall restore the sign within two (2) days to its original location, or other publicly accessible location upon notice to the Department.

PROGRESS UPDATES

7. PES shall submit periodic written updates to the Department's project manager until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within forty-five days of Work Plan approval and semi-annually thereafter.

A. The updates may be in summary letter format, but should include information

about:

- 1). The actions taken under this Contract during the previous reporting period;
- 2). Actions scheduled to be taken in the next reporting period;
- 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and,
- 4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.

SCHEDULE

8. PES shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. PES shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

9. PES or its Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property to restrict the use of the Property from residential, agricultural, recreational use with potential for exposure to soil, child day care and adult day care use with potential for exposure to soil, and to maintain the existing buildings and pavement as an engineering control on the Property or shall substitute other controls approved by the Department. Additional restrictions may be required based on the response actions completed under this Contract. The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:

- A. The Department shall prepare and sign the Declaration prior to providing it to PES. An authorized representative of PES or its Beneficiaries shall sign the Declaration within ten (10) days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.
- B. PES or its Beneficiaries shall record the executed Declaration with the Registrar of Deeds or Mesne Conveyance for the county where the Property is located.
- C. PES or its Beneficiaries shall provide a copy of the recorded Declaration to the Department within sixty (60) days of the Department's execution. The copy shall show the date and Book and Page number where the Declaration has been recorded.
- D. In the event that Contamination exceeds levels acceptable for unrestricted use (Regional Screening Levels for residential use) on a portion of the Property, PES or its Beneficiaries may create a new parcel of that portion of the property that will be subject to the Declaration.
- E. The Declaration shall be noted on the master deed of any planned development for the Property and noted, or referenced thereafter, on each individual deed of property subdivided from the Property and subject to the Declaration.
- F. The Declaration shall reserve a right of entry and inspection for PES or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
 - 1). PES or its Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
 - 2). PES or its Beneficiaries shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with

the Declaration regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is implemented.

- G. The Declaration shall provide that the Department has an irrevocable right of access to the Property after PES acquires the Property, and such right of access shall remain until remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's authorized representatives and all persons performing response actions on the Property under the Department's oversight.
- H. PES or its Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Declaration to the Department. The report shall be submitted by May 31st in a manner and form prescribed by the Department.
- I. The Department may amend the Declaration in response to changes in law, completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Property change; however, said amendment shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the Regional Screening Tables in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the Regional Screening Tables. An amendment to the Declaration shall be duly executed and recorded using procedures similar to those detailed above.

NOTIFICATION

- 10. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the

term of the Contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7) days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) Commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or, 4) hand delivery to the other party.

A. All correspondence, notices, work plans, and reports shall be submitted to:

Jo Cherie Overcash, Project Manager
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201

B. All correspondence and notices to PES shall be submitted to PES's designated contact person who as of the effective date of this Contract shall be:

Mark K. Ells, Manager
PES, LLC
109 White Oak Road
Greenville, South Carolina 29609

FINANCIAL REIMBURSEMENT

11. PES or its Beneficiaries shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by S.C. Code Ann. §44-56-750 (D). The oversight costs shall include the direct and

indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to PES on a quarterly basis. All costs are payable within thirty (30) days of the Department's invoice submitted to:

Mark K. Ells, Manager
PES, LLC
109 White Oak Road
Greenville, South Carolina 29609

- A. Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to paragraph 16 herein.
- B. Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to paragraph 16 herein.

ACCESS TO THE PROPERTY

- 12. PES agrees the Department has an irrevocable right of access to the Property for environmental response matters after PES acquires the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

- 13. A Certificate of Completion shall be issued to PES or its Beneficiaries for the

Property under this Contract as follows:

- A. PES or its Beneficiaries shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) after the response actions are completed and any required Declarations are recorded pursuant to this Contract. The request shall be in writing and shall report 1) the amount of soil that was removed or remediated on the Property; and 2) the cost of all environmental work conducted pursuant to this Contract.
- B. Pursuant to S.C. Code Ann. § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that PES or its Beneficiaries has successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. § 44-56-710 through 760 (as amended).
- C. The Department may issue a Provisional Certificate of Completion if the substantive response actions required under this Contract are complete and a required Declaration has been recorded but all actions under this Contract have not been completed due to Property-specific circumstances.
 - 1). A Provisional Certificate of Completion will include specific performance standards that PES or its Beneficiaries shall continue to meet.
 - 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if PES or its Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

ECONOMIC BENEFITS REPORTING

- 14. PES or its Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to

the State and community. The report shall be submitted within two (2) years after the execution date of this Contract, and annually thereafter until two (2) years after redevelopment of the Property is complete. PES shall summarize the new operations at the Property, the number of jobs created, the amount of property taxes paid, and the total amount invested in the Property for property acquisition and capital improvements.

CONTRACT OBLIGATIONS AND PROTECTIONS INURE

15. The terms, conditions, obligations and protections of this Contract apply to and inure to the benefit of the Department, PES, and its Beneficiaries as set forth below. The following stipulations apply to ensure the transition of all obligations and protections to successive Beneficiaries for any portion of the Property:

- A. PES or its Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.
- B. If the Certificate of Completion has not been issued, PES or its Beneficiaries shall request approval from the Department prior to transferring the obligations and protections of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of a Non-Responsible Party Application for Voluntary Cleanup Contract documenting that the new person or entity:
 - 1). Is not a Responsible Party for the Site;
 - 2). Has sufficient resources to complete the activities of this Contract;
 - 3). Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract,
 - 4). Will assume the protections and all obligations of this Contract and,
 - 5). Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.

C. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, PES or its Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty days after the effective date of the ownership change or other possessory transfer of the Property.

- 1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.
- 2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual residential or commercial use provided the Declaration is noted on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

CONTRACT TERMINATION

16. PES, its Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty days advance written notice to the other party. Termination shall be subject to the following:

A. The Department may not terminate this Contract without cause and before termination, shall provide PES or its Beneficiaries an opportunity to correct the cause(s) for termination, which may include, but is not limited to, the following:

- 1). Failure to complete the terms and conditions of this Contract;
- 2). Change in PES's or its Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
- 3). Failure to submit timely payment for costs upon receipt of the Department's

invoice;

- 4). Failure of PES or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by PES or its Beneficiaries;
- 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
- 6). Failure by PES or its Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this Contract; or,
- 7). Failure by PES or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of PES's or its Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.

- B. Should PES or its Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by PES or its Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment.
- C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.
- D. Termination of this Contract by any party does not end the obligations of PES or its Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.
- E. Upon termination, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the Contract. Revocation of protections shall also apply to that party's lenders, parents, subsidiaries, and successors, including lessees, heirs, devisees, and

other parties taking an interest in the Property through that party who participated in actions giving rise to termination of the contract. The protections will continue for any party who has received protections through a Certificate of Completion for this Contract, and who did not participate in the actions giving rise to the termination.

ENTITLEMENT OF PROTECTIONS AND BENEFITS

17. PES and its Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:

A. Effective on the date this Contract is first executed by the Department:

- 1). Protection from contribution claims under CERCLA Section 113.42 U.S.C. § 9613 and § 44-56-200, et seq.
- 2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H).
- 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to S.C Code § 12-6-3550.

B. Effective on the date the Certificate of Completion is issued by the Department.

- 1). The Department's covenant not to sue PES and its Beneficiaries for Existing Contamination but not for any Contamination, releases and consequences caused or contributed by PES or its Beneficiaries.
- 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.

C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by PES or its Beneficiaries. The Department retains all rights under State and Federal laws to compel PES and its Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by PES or its Beneficiaries.

RESERVATION OF RIGHTS BY THE DEPARTMENT

18. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than PES and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than PES and its Beneficiaries, to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

RESERVATION OF RIGHTS BY PES

19. PES retains all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. PES and its Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and consequences they cause or contribute. However, PES and its Beneficiaries agree to undertake the requirements of this Contract.

BURDEN OF PROOF

20. PES and its Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by PES or its Beneficiaries. PES and its Beneficiaries shall make this demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly discovered Contamination means finding types of Contamination not previously identified at the Property or substantially higher concentrations of Existing Contamination.

LIMITATION OF CLAIMS BY PES AND ITS BENEFICIARIES

21. In consideration of the protections from the Department under this Contract, PES and its Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

[Remainder of page left blank]

SIGNATORS

22. The signatories below hereby represent that they are authorized to and do enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL**

BY:

DATE:

Daphne G. Neel, Chief
Bureau of Land and Waste
Management

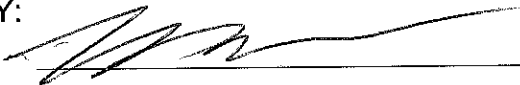
DATE:

Reviewed by Office of General Counsel

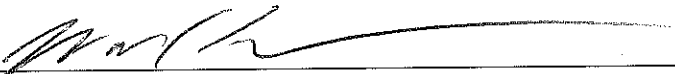
PES, LLC

BY:

DATE:



11/25/14


Mark K. Ells, Manager

APPENDIX A

PES, LLC

Application for Non-Responsible Party Voluntary Cleanup Contract

October 6, 2014



Non Responsible Party Application for Voluntary Cleanup Contract

I. Applicant Information

1. Applicant is a: ☒ Single Entity ☐ Co-Entity (Each Co-Entity must complete items 1-8)
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☒ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☐ Government / Other Public Funded Entity

3. Applicant's Legal Name PES, LLC

4. Contract Signatures for this Applicant

a. Authorized Signatory

Mark K. Ellis	Manager	mkellis.sc@gmail.com
Name	Title	Email
109 White Oak Road	864-420-1795	864-322-6900
Address	Phone1	Phone2
Greenville	SC	29609
City	State	Zip

b. Other Signatories ☒ None

Name	Title	Phone	Email	Signature Required On Contract?
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>

5. Physical Location of Applicant's Headquarters

109 White Oak Road

Street address	SC	Suite Number
Greenville	State	29609
City		Zip

6. Mailing address: ☒ Same as Authorized Signatory Go to question 7

Contact person (if different from Authorized Signatory)

Street Number or PO Box

Phone1

City

State

Zip

7. Company Structure Information ☐ Not-applicable (Local Government, Sole Proprietorship, Private individual) Go to Question #8
a. Company is Incorporated/ Organized/ Registered in South Carolina (state)
b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name	Name
Gregory A. Saad	
Walter E. Panagakos	
Mark K. Ellis Living Trust	
South Washington Avenue, LLC	
Mark K. Ellis	

- c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?
☐ Yes ☒ No

d. If yes, identify all affiliations:

8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

Authorized Signatory

Co Signatories

II. Property Information

9. Location

a. Physical Address 1801 Rutherford Road

b. County Greenville

c. ☒ Property is outside any municipal boundaries ☐ Property is inside the municipal limits of _____ (town/city)

10. List any Companies or Site names by which the Property is known

Steel Heddle Mfg. Co.

1801 Rutherford Road Associates, LLC

11. Total Size of Property Covered by this Contract 25.20 Acres

12. How many parcels comprise the Property? One parcel with three subparts

13. Current Zoning (general description)

I-1 Industrial This district is established as a district for manufacturing plants, assembly plants, and warehouses.

14. a. Does the property have any above- or below-ground storage tanks? ☒ Yes ☐ No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

Various fuel oil and process tanks associated with former manufacturing facility. Tanks are empty. Tanks will probably be removed.

15. Parcel Information Complete the information below for each Parcel (attach additional sheets if needed)

a. Tax Map Parcel# P004000100200
b. Acreage 25.20
c. Current Owner Bankruptcy Trustee
d. Owner Mailing Address John K. Fort, Esq., Trust
P.O. Box 813
Drayton, SC 29333
e. Contact Person for Access Elliott Fayssoux
f. Access Person's Phone # 864-370-8190
g. Is Parcel Currently Vacant? ☒ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

III. Property Redevelopment

16. Describe the intended re-use of the property:
(attach additional sheets if necessary)

Warehouse space, plus indoor and outdoor sports complex.

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☐ Yes ☒ No
b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☒ Yes Anticipated Number 10
☐ No


19. Projected Increase to the Tax Base as a result of this redevelopment: \$ 10,000/yr

20. a. Will there be Intangible benefits from this redevelopment such as:
☐ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development
☐ Creation / Preservation of Green Space on the Property
☐ Deconstruction/ Recycling of demolition or building debris
☐ Other _____

b. Please Describe:

21. Anticipated date of closing or acquiring title to the property 11 / 24 / 2014

22. Redevelopment Certification
By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.

 _____
Signature(s)

IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm
☐ None as of this application date

EnviroSouth, Inc.

Company

3440 Augusta Road	Greenville	SC	29605
Address	City	State	Zip
Thomas F. Donn, P.G.	908	864-236-9010	864-230-4371
Project Contact1	S.C PE/PG Reg. #	Phone1	Phone 2
			tdonn@envirosouth.cc
			email
Project Contact 2	S.C PE/PG Reg. #	Phone1	Phone 2
			email

24. Legal Counsel (Optional)
McCall Environmental, PA

Firm	864-370-1550	864-567-1477		
Eugene C. McCall, Jr.	Phone1	Phone 2		
Attorney	Greenville	SC	29602	gene@mccallenv.com
P.O. Box 3027	City	State	Zip	email
Street Number or PO Box				

25. Applicant's Billing Address ☒ Same as Contact person in #6 above Go to question #26

Financial Contact	Title
Company	Phone
Address	
City	State Zip

26. **Financial Viability**

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☐ Waiver Requested (Check Box If applicable)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.



Signatures

V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☐ Plat Map ☐ Metes and Bounds Text ☒ Both

28. The Phase I Environmental Site Assessment Report is attached as a:

☒ New report completed in the past six months by EnviroSouth, Inc.

(Name of Environmental Firm)

☐ Older report updated in the past six months by _____

(Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)

☐ The Applicant is not aware of any environmental testing on the property

☒ The Applicant believes the Department already has all environmental data in its files on: Steel Heddle Mfg. Co.

(Site Name)

☐ The Following reports are attached:


Report Date	Report Name	Environmental Firm
-------------	-------------	--------------------

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties:(check one)

☒ Enclosed with this Application as an Attachment

☐ Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.



Signature(s)

This Section for Department Use Only

Assigned File Name		
Eligible for NRP Contract	Y N	
Assigned File Number		
Assigned Contract Number		

PES, LLC NRPVCC Application Property

(a/k/a 1801 Rutherford Road Associates, LLC Property)

Metes and Bounds

1801 Rutherford Road, Greenville County, SC

From book 3702 page 1331-1332

All that certain piece, parcel or tract of land together with the building and improvements thereon, situate, lying and being on the northern side of Rutherford Road and the CSX Railroad right of way and on the western side of Belvue Road and on the eastern side of Delmar Avenue near the City of Greenville in Greenville County, South Carolina and having the following metes and bounds, to-wit:

Commencing at a found nail and cap at the intersection of CSX Transportation Co., Inc. Railroad and Belvue Road and running S. 71-16-25 W. for a distance of 278.29 feet to a found pk nail; the Point of Beginning; thence S. 59-01-00 W. for a distance of 622.11 feet to a pk nail; thence S. 62-55-00 W. for a distance of 215.07 feet to a found iron pin; thence S. 71-53-14 W. for a distance of 620.03 feet to a found iron pin; thence N. 27-05-08 W. for a distance of 124.11 feet to a found iron pin; thence N. 25-43-24 W. for a distance of 184.50 feet to a found iron pin; thence N. 17-32-38 W. for a distance of 263.00 feet to a calculated point; thence N. 69-21-39 E. for a distance of 1,151.69 feet to a calculated point, thence N. 19-55-19 W. for a distance of 606.78 feet to a calculated point; thence N. 36-39-07 E. for a distance of 529.16 feet to a found iron pin; thence S. 51-09-11 E. for a distance of 200.33 feet to a found iron pin; thence S. 48-20-18 E. for a distance of 100.50 feet to a found iron pin; thence continue southeasterly along said line for a distance of 100.01 feet to a found iron pin; thence S. 36-41-27 W. for a distance of 620.88 feet to a found iron pin; thence S. 36-41-27 W. for a distance of 34.04 feet to a found iron pin; thence S. 38-47-00 E. for a distance of 684.25 feet to the point of beginning, containing 1,060,137 square feet or 24.34 acres, more or less.

ALSO: All of that piece, parcel or lot of land containing .79 of an acre, more or less, lying between the right of way of the P. & N. Railway (now CSX) and the right of way of U.S. Highway #29 in the County of Greenville, State of South Carolina, and having according to a plat of Dalton & Neves, dated March 1941, recorded in the Office of the Register of Deeds for Greenville County in Plat Book J, page 265, the following metes and bounds, to-wit:

Beginning at an iron pin at the intersection of the right of way of the P. & N. Railway (now CSX) and the right of way of U.S. Highway #29 and running thence S. 64-12 W. 204.2 feet along the right of way of U.S. Highway #29 (now CSX); thence S. 69-07 W. 160.3 feet along the right of way of P. & N. Railway (now CSX); thence S. 70-42 W., 408.5 feet still along said railway right of way to an iron pin; thence S. 47-11 E. 99 feet to an iron pin on the line of the right of way of U.S. Highway #29; thence N. 63-25 E. 351.4 feet along the northern side of the right of way of said highway; thence N. 61-54 E. 182 feet along the

north side of the right of way of said Highway; thence N. 58-29 E. still along the north side of the right of way of said Highway; thence N. 58-29 E. still along the north side of the right of way of said highway 201.2 feet to the beginning corner, less, however, that portion of said lot as was previously conveyed to Steel Heddle Manufacturing Company to Jesse L. Helms by deed recorded in Deed Book 567, page 48.

ALSO: All of the right, title and interest of the Mortgage to the extent same is not included in the 24.34 acre parcel described above in and to that certain piece, parcel or lot of land situate, lying and being on the southern side of Catalina Drive near the City of Greenville, County of Greenville, State of South Carolina, containing .065 acre, more or less, and having according to plat of survey prepared by Piedmont Engineers, Architects & Planners dated October 6, 1976, entitled "Survey for Steel Heddle Mtg. Co." and recorded in the Office of the Register of Deeds for Greenville County in Plat Book 5-W, page 46, the following metes and bounds, to-wit:

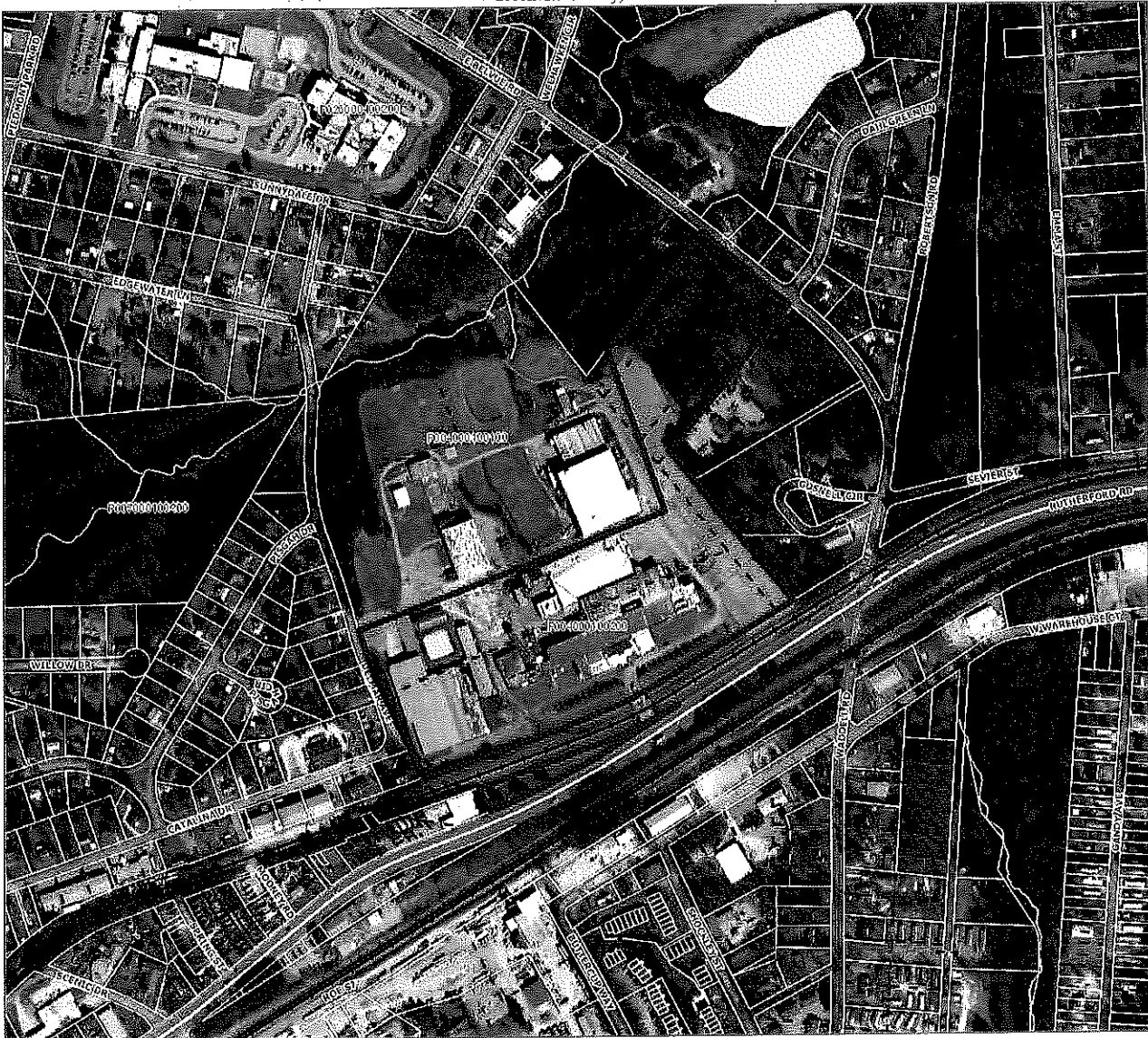
Beginning at a railroad spike at or near the intersection of the rights of way for Catalina Drive and Delmar Avenue and running thence S. 47-11 E. 116.06 feet to an iron pin on the northern edge of the right of way for the Seaboard Railroad (now CSX); thence with the northern edge of the right of way for said Seaboard Railroad (now CSX), S. 70-31 W. 55 feet to an iron pin; thence N. 18-52 W. 102.71 feet to the point of beginning.

The above described property was conveyed to 1801 Rutherford Associates, LLC by deeds of Steel Heddle Manufacturing Company records in the Office of the Register of Deeds for Greenville County of April 1, 2002 in Deed Book 1989, page 90 and on December 3, 2001, in Deed Book 1975, page 1325.

Together with all the right, title and interest of the Mortgagor under certain leases with the CSX Transportation, Inc. as assigned and assumed under Assumption Agreement and Amendment between Steel Heddle Manufacturing Company, 1801 Rutherford Road Associates, LLC and CSX Transportation, Inc. dated as of November 29, 2001.

Total Acreage 25.20 Acres

Greenville County, SC



PIN / TaxMap #	P004000100200	Jurisdiction	1
Owner Name	1801 Rutherford Road Assoc LLC	Land Use	970
Owner Name 2		Legal Description	TR 1
Mailing Address	1801 Rutherford Rd	Subdivision	
City	Greenville	Site Address Number	1801
State	SC	Site Address Street	RUTHERFORD
Zip Code	29609	Sale Price	\$902,451
In Care Of		Fair Market Value	\$583,410
Previous Owner	Steel Heddle Mfg	Taxable Market Value	\$583,410
Deed Date	12/3/2001	Taxes	\$8,019
Deed Book	1975	Date Taxes Paid	11/19/2013
Deed Page	1325	Estimated Acres	29.05
Plat Book		Square Feet	0
Plat Page	0	Number of Bedrooms	0
Tax District	279	Number of Bathrooms	0
Market Area	C00108	Number of Half Baths	0

Disclaimer: This Map is not a LAND SURVEY and is for reference purposes only. Data contained in this map are prepared for the inventory of Real Property found within this jurisdiction, and are compiled from recorded deeds, plats, and other public records. Users of this map are hereby notified aforementioned public primary information sources should be consulted for verification of the information contained in this map. Greenville County assumes no legal responsibility for the information contained in this map.

Map Scale
1 inch = 400 feet
9/30/2014